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AGREEMENT

This Agreement entered into this 9th day of January, 1973, by and between the Board of Education of the Borough of Carlstadt, Bergen County, New Jersey, hereinafter called the "Board" and the Carlstadt Teachers Association, hereinafter called the "Association".

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Carlstadt Teachers Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment for all teacher personnel employed by the Board for the 1973-1974 school year.

ARTICLE II

NEGOTIATION PROCEDURE

A.1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968, in good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment as authorized in said law. When final agreement is reached, it shall apply to all teachers, be reduced to writing, ratified and adopted by both parties, and signed by authorized representatives of both parties.

2. The parties agree that New Jersey Statutes, Title 18A, Education, will be the determining factor governing the extent of the Board of Education's authorization to engage in any contractual agreement.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available to the Association for inspection all pertinent public records, data and information of the Carlstadt School District. The Association, likewise, shall make available to the Board for inspection all pertinent public records, data and information of the Association.

C. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. Both parties must be empowered to consider proposals, to make proposals, and to make counter-proposals during negotiations. However, final agreement must be ratified and adopted by both parties before signing of written agreement.

D. The Association and the Board negotiating units will schedule meetings at the convenience of both units for the purpose of negotiating said agreement. Each party will submit in writing to the other, no later than 48 hours prior to the meeting, any proposals and/or counter-proposals covering matters on the agenda for the meeting with the exception of Article III. Before concluding each meeting, a tentative agenda will be established for the following meeting.

E. All terms in the Agreement shall be applicable during the terms of the Agreement unless either party feels there is reason to reopen negotiations. Reopening of negotiations must be agreed upon by both parties in writing.

F. The Board agrees not to negotiate with any other organization representing teachers other than the Association for the duration of this agreement.

G. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing signed by authorized representatives of both parties.

H. A secretary mutually agreed upon by both parties will be present at all negotiation meetings between the Board and the Association to take minutes. The cost of the secretary to be shared equally by both parties.

### ARTICLE III

#### SALARIES

A.1. The salaries of all teachers covered by this Agreement are set forth in the Salary Guide in Schedule "A" attached.

2. The Board reserves the right to withhold any increment for reason of inefficiency or other good cause, in accordance with Title 18A:29-14.

B.1. Teachers shall be paid in twenty (20) semi-monthly installments.

2. Teachers may individually elect to have up to 10% of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final payday in June or termination, whichever occurs first.

3. Deduction forms shall be filed with the Secretary of the Board during the first two weeks of September of each year and shall be binding for the entire school year.

4. Payroll deductions for each teacher shall be computed in accordance with his or her base pay.

5. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their pay check prior to the non-working day or days.

6. Up to four years of military service shall be recognized as equivalent years of teaching service on the guide, in accordance with the Statutes as listed under Title 18A. Legal evidence of said military leave must be submitted to the Board.

B.7. Normal school graduates shall be placed on the same salary guide as teachers having Bachelor's Degree.

8. Upon recommendation of the Superintendent of Schools, an increment of \$300.00 will be granted to teachers having twenty (20) years of service in the Carlstadt Public Schools.

#### ARTICLE IV

##### DEDUCTION FROM SALARY

A.1. The Board agrees to deduct from the salaries of its teachers dues for the Unified Associations (Carlstadt Teachers Association, Bergen County Education Association, New Jersey Education Association, and the National Education Association) as said teachers individually and voluntarily authorize the Board to deduct. Requests must be filed with the Secretary of the Board prior to October 1st of each year, on an appropriate form to be supplied by the Board.

#### ARTICLE V

##### SICK LEAVE

A. All teachers shall be entitled to ten (10) sick leave days each school year; in case of sick leave claimed, the Board may require a physician's certificate to be filed with the Secretary of the Board in order to obtain sick leave, in accordance with Title 18A:30-4.

B. Unused sick leave days shall be accumulated from year to year with no maximum limit.

C. Teachers who have used all their accumulated sick leave, will have their case reviewed by the Board for possible merited extension.

D. Subject to receipt of a medical certificate showing diagnosis, prognosis and disability satisfactory to the Board's medical inspector, and upon Superintendent's recommendation and final approval of the Board, a

Tenure Teacher who has used all accumulative sick leave shall be paid the difference between substitute teacher's pay and regular per diem pay for a period of sixty (60) days.

E. Teachers shall be given a written statement of accumulated unused sick leave days as of September, 1973.

#### ARTICLE VI

##### INSURANCE PROTECTION

A. The Board shall provide the health-care insurance protection designated below.

1. Payment of 100% of New Jersey Public and School Employees Health Benefit Plan on a single or family contract for all full-time instructional personnel.

B. The Board shall provide to each teacher a description of the health-care insurance coverage provided, when they become available.

#### ARTICLE VII

##### GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure at the lowest possible level that any claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provisions of this agreement or any rule, order, or regulation of the Board may be processed as a grievance as hereinafter provided. A grievance must be filed within thirty (30) days of its occurrence or such grievance will be deemed waived and no action will be taken. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Any teacher shall have the right to present his grievance through the process described in the following steps with assured freedom

from any prejudicial action for himself or any other participant in presenting his appeal or thereafter. He shall have the right to present his own appeal or to designate representatives of the Association or another person of his own choosing to appear with him or for him at any step in the appeal.

STEP 1. A teacher or teachers with a grievance shall first discuss it with his principal or immediate supervisor, either directly or through the Association, with the objective of resolving the matter informally.

STEP 2. If Step 1 is unsuccessful, the grievance will be submitted to the entire Executive Committee of the Association with a duplicate copy to the immediate supervisor involved.

a. If the Association's Executive Committee determines the grievance has merit, it will be referred to the Superintendent; or

b. If the grievance has no merit, the Committee will notify the teacher involved, with a copy to the supervisor involved.

c. A decision by the Association Executive Committee must be rendered within two school weeks.

STEP 3. The grievance with merit from Step 2 may be referred to the Superintendent in writing and countersigned by the Association. The Superintendent upon receipt of the grievance report, shall attempt to resolve the matter as quickly as possible and shall meet with all involved parties within five school days. He shall then have ten school days to render his decision or refer the grievance directly to the Board.

STEP 4: If the grievance is not resolved with the Superintendent to the satisfaction of the teacher and the Association representative, the aggrieved teacher may request a review by the Board of Education. The Board shall review the case and then hold a hearing with all parties in interest present and shall render a decision within two calendar months.

## ARTICLE VIII

### TEACHER EMPLOYMENT

A. Placement on salary guide for the experienced teacher applicant shall be determined by the Board with the Superintendent's recommendation.

B. The Board shall be notified of the teacher's intentions not later than the third Monday in March on forms to be supplied by the Board.

C. Teachers shall be notified by the Board of their contract and salary status for the ensuing year by the first Monday of April, unless an emergency arises, and signed contracts shall be returned to the Board within two weeks thereafter.

D. All personnel shall sign a school register daily. This register shall indicate the time of arrival at the school building and the time of leaving.

E.1. The in-school work year for teachers will consist of no more than 185 school calendar days plus one general faculty day at the beginning of the school year, and up to 3 days for orientation.

2. The Association may see the school calendar before final adoption by the Board of Education. In determining the school calendar the Board through the Superintendent will accept suggestions and recommendations from the Carlstadt Teachers' Association. In view of the fact that two other boards of education must concur on the adoption of a school calendar, final approval rests with the Board of Education.

3. The Board of Education reserves the right to alter the school calendar if it is deemed feasible.

F. Teachers will be required to attend at least one meeting of the Mothers' Club, preferably their grade level.

## ARTICLE IX

### TEMPORARY LEAVES OF ABSENCE

A. Teachers shall be entitled to the following temporary non-accumulative leaves of absence with pay each school year:

1. Up to five (5) calendar days for leave because of death in immediate family (father, mother, sister, brother, spouse, child, or any member of the immediate household).
2. One (1) day for death of other relative.
3. Up to five (5) days for other emergencies of a personal nature.

B. Application to the Superintendent shall be made a week prior to the leave, except in the case of an emergency, and shall require a brief statement of reason for leave. The Board's approval is required.

## ARTICLE X

### EXTENDED LEAVES OF ABSENCE

A. A leave of absence without pay for a school year other than maternity, may be granted to any tenure teacher when he applies for said leave in writing to the Superintendent (i.e., medical leave, educational leave) and receives the Board's approval. Each request will be judged on its merit and availability.

B. A tenure teacher shall notify the Superintendent, in writing, of her pregnancy as soon as it is medically confirmed. Said teacher may request a maternity leave without pay and said leave shall be granted in accordance with Board policy.

1. Said leave shall become effective at the discretion of the Board.
2. Said leave shall commence on the date teacher ceases work

and shall terminate June 30 next ensuing.

a. Should a teacher so desire she may return the following September school year providing she notifies the superintendent prior to March 1 after birth of child.

C.1. Any female tenure teacher adopting an infant child may receive leave similar to maternity leave.

2. This leave will be granted only if notification in writing is made to the Board of Education immediately upon acceptance of teacher's application for adoption by any agency approved to place children for adoption. This procedure must be followed in order to qualify for leave of absence under C-1.

D. Upon return from said leave, a teacher shall be restored to the proper step on the salary guide.

E.1. All extensions or renewals of leaves shall be applied for in writing and may be granted upon approval of the Board.

2. Upon return from said leave, a teacher shall be rehired only after approval by the school medical inspector.

#### ARTICLE XI

##### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A.1. The Board will permit the granting of credits for graduate level courses which have been submitted to the Superintendent in writing and have received his approval in writing.

2. Teachers possessing a permanent, provisional, or emergency certificate may not apply credit for undergraduate level courses towards advancement on the salary guide.

3. To qualify for salary adjustment teachers shall submit

necessary proof of satisfactory completion of graduate courses to the Superintendent not later than the third Friday in September.

B.1. The Board, administration, and teachers agree to cooperate in arranging in-service courses, workshops, conferences and programs designed to improve the quality of instruction. Such in-service programs will not detract from the educational program of the children.

2. In-service courses shall be conducted during the in-school teacher workday if teacher attendance is required.

C. The Board will permit the granting of an educational refund of up to \$25.00 a graduate credit for up to 6 graduate credits this contract year. This educational refund will be granted if:

1. Courses are approved as prescribed in A.1. above;
2. Grade for course must be "B" or better;
3. Copy of grade and course transcript must be submitted to the Supt. for approval and recommendation for refund.

## ARTICLE XII

### DURATION OF AGREEMENT

A. This agreement shall be effective for a term of one (1) year, commencing on the first day of July, 1973.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

THE BOARD OF EDUCATION OF THE  
BOROUGH OF CARLSTADT

ATTEST: Lawrence L. Sass (Signed)  
Secretary

By: Carl J. Hafner (Signed)  
President

THE CARLSTADT TEACHERS ASSOCIATION

ATTEST: Jean Dunne (Signed)  
Secretary

By: Vincent M. Ziccardi (Signed)  
President

SCHEDULE "A"  
TEACHER SALARY GUIDE  
1973 - 1974

<u>STEP</u>	<u>BA</u>	<u>BA</u>	<u>MA</u>	<u>MA</u>
	<u>CR.</u>	<u>CR.</u>	<u>CR.</u>	<u>CR.</u>
1	8800	9100	9400	9800
2	9200	9500	9800	10200
3	9600	9900	10200	10600
4	10000	10300	10600	11000
5	10400	10700	11000	11400
6	10900	11200	11500	11800
7	11400	11700	12000	12200
8	11900	12200	12500	12700
9	12400	12700	13000	13200
10	12900	13200	13500	13700
11	13400	13700	14000	14200
12	13900	14200	14500	14700
13	14400	14700	15000	15200
14	14900	15200	15500	15700
15			16400	16600